

# TERMS OF SERVICE

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Onedeeds Inc. (“Onedeeds”, “we,” “us” or “our”) is an online good deed community. We believe that making a change in the world we live in is in our hands and that all you need is a community to do so.

These Terms of Service (“Terms”) govern the access or use by you of Onedeeds’ software applications and website, including all of Onedeeds’ webpages in all platforms and Onedeeds’ community (collectively, the “Services”).

Unless otherwise agreed in writing, these Terms determine your relationship with us, supersede any prior agreements and constitute the entire agreement between you and Onedeeds. By accessing and using our Services, you are agreeing to these Terms, and thus establishing a contractual relationship between you and Onedeeds. You hereby acknowledge that these Terms do not govern your relationship with third-parties which may integrate with our Services, e.g. Google or Facebook, and you undertake to familiar yourself and comply with the terms of these third-parties.

**THEREFORE PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, PLEASE DO NOT ACCESS OR OTHERWISE USE OUR SERVICES OR ANY INFORMATION CONTAINED HEREIN.**

Our privacy policy (the “Privacy Policy”), which is incorporated by reference into these Terms, explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Onedeeds may use such data in accordance with its Privacy Policy. To learn more about our privacy practices and the ways in which we treat your personal information as a user of our Services, please read our Privacy Policy at: [www.onedeeds.com/pp03.pdf](http://www.onedeeds.com/pp03.pdf).

By using the Services, you agree to receive e-mails containing educational and promotional information, as well as information with respect to Onedeeds’ normal business operation of your use of the Services. You may at all times opt-out from receiving educational and promotional emails simply by using our “unsubscribe” option.

## 1. USE OF THE SERVICES

You must be a natural person and at least 18 years old to access and use our Services. By using our Services, you warrant that you are 18 years or older and understand your obligations under these Terms.

When you register to our Services and open an account, you will be required to provide us with certain details, as more specifically explained in our Privacy Policy. You agree to keep these details accurate, complete and up-

to-date. Your failure to maintain accurate, complete and up-to-date details may result in your inability to use the Services or Onedeeds' termination of this engagement with you. You are fully responsible for all activity that occurs through your account or on your device.

In order to use the Services, you must have access to the internet or a wireless network, and you agree to bear all fees associated with such access.

You agree to comply with, and your license to use the Services is conditioned upon your compliance with, all applicable laws, regulations, legal order and all applicable third-party terms of use and agreements (e.g., Google or Facebook's terms and policies, as applicable), and you may only use the Services for lawful purposes.

## 2. OUR PROPRIETARY RIGHTS

As between Onedeeds and you, Onedeeds or its licensors own and reserve all rights, title and interests in and to the Services, Onedeeds Works (as defined in section 4 below) and all hardware, software and other items used to provide the Services, other than the rights explicitly granted to you to use the Services in accordance with these Terms.

No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Onedeeds. In the event that you provide comments, suggestions or recommendations to Onedeeds in connection with the Services (including, without limitation, regarding modifications, enhancements, improvements or other changes to the Services) (collectively, "Feedback"), you hereby grant Onedeeds a world-wide, royalty-free, irrevocable, perpetual license to use and otherwise incorporate into its Services any Feedback provided.

You may not (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, distribute, sell or lease any part of the Services; or (iii) reverse engineer or attempt to extract the source code of any Services we provide, unless you have Onedeeds' prior written permission to do so.

## 3. LICENSE TO USE OUR SERVICES

Subject to your compliance with these Terms, you may access, register and use our Services.

Any software, information or material provided to you is licensed, not sold. You have the right to use these software, information, materials and Services solely for the purpose of participation in the Onedeeds community, and subject to the conditions and limitations set out in these Terms.

We reserve all other rights to the Services and all that provided therewith, and you have no right to, and you may not, make any use that has not been specifically authorized herein, including without limitation: sublicense, copy, transfer, modify or make derivative works of the Services.

Unless we approve to you otherwise in writing, the software license ends when your use of the Services ends. You must then promptly opt-out the Services, and we may remotely disable your account. You must not work around any technical limitations in the software.

## 4. YOUR CONTENT

The Services allow you to voluntarily share information, comments, pictures, videos or other kinds of content in Onedeeds' Services ("User Content"). You will retain ownership of all of your User Content. However, by sharing the User Content in the Services, you grant Onedeeds, subject to our Privacy Policy, a perpetual, nonexclusive, worldwide, transferrable, sub-licensable, royalty-free license to process your User Content, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

Onedeeds may – after pseudonymizing, or anonymizing your User Content – copy, modify or create derivative works of your User Content ("Onedeeds Works") for its business purposes, and the purposes described in the Privacy Policy. By accepting these Terms you hereby grant Onedeeds a non-exclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to include and use, in any way, your User Content in Onedeeds Works, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that neither the User Content nor your submission, uploading or otherwise making available of such User Content or Onedeeds' use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You undertake to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive, as determined by Onedeeds in its sole discretion, whether or not such material may be protected by any applicable law. Although we are not required to do so, we may monitor, review and delete User Content at any time, and at our sole discretion.

## 5. MEMBERSHIP FEE

As part of your registration to the Services, you will be asked to pay a symbolic membership fee in the amount of US\$ 1 per month. We charge this fee in order to maintain a committed community and prevent abuse of the Services, as well as for Onedeeds' business purposes.

Subject to our profitability, Onedeeds aims to donate a portion of these monthly fees to non-profit organizations on a monthly basis. The rate of the donated portion as well as the identity of the non-profit organizations shall be determined by Onedeeds, at its sole discretion.

You may, at all times, opt-out from your membership fee charges simply by (1) clicking the "cancel membership" button on the tool bar on our site, provided you are signed-in with the email, Facebook or Google account you were registered with; or (2) contacting us by using the details set forth in the "Contact Us" section below, and we will cancel your membership for you, but nonetheless please note that the cancelation of your membership fee may cause a termination of your access or use of the Services. Any cancelation or opt-out order will be executed immediately but will apply only as of the incoming payment.

Please note that all payments are performed through Stripe (or other defrayment companies of our choice), which is an online payment processor, and Onedeeds has neither control over, nor ability to intervene, the process of the payment.

**It is your voluntary decision to pay the membership fee. Please note that since a portion of the fee is being donated to other entities, UNDER NO CIRCUMSTANCES YOU WILL BE ENTITLED TO REFUND.**

## 6. UPDATES, SUSPENSION AND TERMINATION OF THE SERVICES

Onedeeds reserves the right, at its sole discretion, to make any necessary unscheduled changes, updates or enhancements to the Services at any time.

We may add, remove or alter functionalities or features, and we also reserve the right to suspend or terminate your access to any or all of the Services at any time at our sole discretion, with or without cause or notice, and without incurring liability of any kind.

For example, we may suspend or terminate your access to, or use of, the Services due to: (a) an actual or suspected violation of these Terms; (b) use of the Services in a manner that may cause Onedeeds to incur legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other

compromise of the security of the Services by you; (d) scheduled or recurring downtime; or (e) unplanned technical problems and maintenance.

If, in our determination, the suspension might be indefinite or we have elected to terminate your access to any or all of the Services, you may no longer have access to the User Content. Nevertheless, where reasonably possible, we will provide you with reasonable advance notice and a chance to extract your data stored through our Services.

## 7. THIRD PARTIES' LINKS, WEBSITES, AND SERVICES

The Services may be rendered through third-party platforms, e.g. social networks, and also may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We have no control over those websites, and assume no responsibility and/or liability for the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site.

If you use our Services through third-party' platforms or access any third party's website, service, or content from our Services, you do so at your own risk. By using the Services, you expressly release Onedeeds (and its owners, employees, agents, affiliates, and/or licensors) from any and all liability arising from your use of any third-party website, information, materials, products, or services. Accordingly, we encourage you to be cautious and to read the terms and conditions and privacy policy of each other website that you visit.

You further undertake and agree to adhere to any third-party platforms' policies in connection with your use of the Services, including without limitation, Facebook's policies ([facebook.com/policies](https://www.facebook.com/policies)), terms of service ([facebook.com/legal/terms](https://www.facebook.com/legal/terms)), data policy ([facebook.com/about/privacy](https://www.facebook.com/about/privacy)), and Instagram's terms of service (<https://help.instagram.com/581066165581870>), and such other policies, guidelines, and best practices implemented by any Social Network, whether now known or hereinafter in effect (collectively "ThirdpartyThird-party Policies"). You are solely responsible for compliance with Third-party Policies in connection with your use of the Services. We cannot be held responsible for your non-compliance with Third-party Policies in connection with your use of the Services.

## 8. NO WARRANTIES

Onedeeds' purpose is to bring good to the world and we will do our best efforts to meet this purpose.

Nonetheless in order to avoid any misunderstanding it is hereby clarified that ONEDEEDS PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE."

You understand that when using the Services, you may be exposed to User Content from other users, and we take no responsibility and assume no liability for any User Content that you or any other user or third party posts or transmits or views using our Services, or the defamatory, offensive, or illegal conduct of any third party, and you agree that the risk of harm or damage from the foregoing rests entirely with you.

We do not warrant, endorse, represent or guarantee the completeness, truthfulness, accuracy or reliability of any User Content, product, or service that appears in its users' submission or that is featured or advertised in the Services.

You understand and agree that you may be exposed to User Content that is inaccurate, harmful, offensive, indecent, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Services. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, broadcasted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEDEEDS MAKES NO – AND SPECIFICALLY DISCLAIMS ALL – REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES: WILL BE ERROR-FREE OR FREE OF HARMFUL COMPONENTS; THAT ONEDEEDS IS A NON-PROFIT ORGANISATION OF ANY KIND OR THAT YOU WILL RECEIVE ANY CONSIDERATION FOR THE PAID MEMBERSHIP FEE ; THAT THE DATA YOU PROVIDE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT WHEN EXECUTING TASKS, DEEDS, MISSIONS, OR OTHERWISE EXECUTION OF INSTRUCTIONS AS PART, OR IN THE COURSE, OF ONEDEEDS' SERVICES, YOU ARE DOING SO AT YOUR OWN RISK AND RESPONSIBILITY AND FURTHER ACKNOWLEDGE THAT YOU MAY FIND THAT ACTUAL CONDITIONS DIFFER FROM THE INFORMATION PROVIDED IN THE REPRESENTATIONS AND INFORMATION DELIVERED TO YOU IN THE COURSE OF YOUR USE OF THE SERVICES – WE STRONGLY ENCOURAGE YOU TO EXERCISE YOUR INDEPENDENT JUDGEMENT IN EACH

CASE.

## 9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ONEDEEDS, ITS OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, PROFITS OR REVENUE AND DAMAGES RESULTED OUT OF YOUR PERFORMANCE OF TASKS, DEEDS, MISSIONS, OR OTHERWISE EXECUTION OF INSTRUCTIONS AS PART, OR IN THE COURSE, OF ONEDEEDS' SERVICES, CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ONEDEEDS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ONEDEEDS, ITS OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF USD 100 OR THE AMOUNT YOU PAID ONEDEEDS, IF ANY, IN THE 12 MONTHS PRECEDING THE PURPORTED DAMAGES. THE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE STRONGLY ENCOURAGE YOU TO EXERCISE YOUR INDEPENDENT JUDGEMENT IN EACH CASE.

## 10. INDEMNIFICATION

To the extent permitted by law, you will defend, indemnify and hold Onedeeds, its officers, employees, agents or suppliers harmless from any and all claims, demands, losses, liabilities and expenses (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Services, (ii) your violation of these Terms, or (iii) your violation of any applicable law or the rights of any third party including without limitation any copyright, property, publicity or privacy right. Onedeeds reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Onedeeds, and you agree to cooperate with our defense of such claims.

You agree not to settle any such claim without Onedeeds' prior written consent. Onedeeds will use reasonable efforts to notify you of any such claim or demand that is subject to your indemnification obligation.

The foregoing indemnification undertakings will survive any termination of these Terms or termination of your use of the Services

## **11. GOVERNING LAW**

These Terms shall be governed and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any conflict or choice of law provisions.

You agree to submit to the personal and exclusive jurisdiction of the courts located in the State of Delaware, USA, with respect to this Terms or your use of the Services, and hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

The above notwithstanding, Onedeeds may seek injunctive relief to preserve its rights or to enjoin a violation of these Terms, in any relevant jurisdiction.

## **12. WAIVER & SEVERABILITY**

If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the provision shall be modified to the extent necessary to make it enforceable while, to the maximum extent possible, reflecting the intent of the parties, and, in any event, shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## **13. ASSIGNMENT & TRANSFER**

We may assign, transfer or otherwise dispose of our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Services without our written permission.

## **14. CHANGES TO THESE TERMS**

We may, at our discretion, change, revise or modify these Terms from time to time, and any such revision or modification shall take effect upon the posting of the modified or revised Terms.



You are solely responsible for checking the Terms for updates or changes, and we recommend you do so on an ongoing basis to ensure that you agree with its updated terms. You can easily discern if any changes have been made in the Terms by checking the “Last Updated” date at the top of the Terms.

Your continued use of our Services following the posting of changes to this Terms or receipt of notice, whichever occurs first, means that you accept those changes. If you do not agree with our changes to the Terms, you may not continue to use our Service.

If we make any material changes to these Terms, we will notify you and require your explicit consent before you will be able to continue to use the Services.

## 15. CONTACT US

If you have any questions about these Terms, please contact us at: [info@onededeeds.com](mailto:info@onededeeds.com)